

ATTACHMENT 6  
BID/BIDDER CERTIFICATION SHEET

Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

- A. Our all-inclusive bid is submitted in a sealed envelope marked "Bid Submittal - Do Not Open".
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- E. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

**An Unsigned Bid/Bidder Certification Sheet May Be Cause for Bid Rejection**

1. Company Name <b>BRM Construction</b>	2. Telephone Number <b>(831) 902-7471</b>	2a. Fax Number <b>( )</b>
2b. Email Address <b>Billrm@sbcglobal.net</b>		
3. Address <b>11892 E Princeton Ave Sanger CA 93657</b>		
Indicate your organization type:		
4. <input checked="" type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN) <b>[REDACTED]</b>	8. California Corporation No.	
Indicate the Department of Industrial Relations information:		
9. Contractor Registration Number <b>1000013631</b>		
Indicate applicable license and/or certification information:		
10. Contractor's State Licensing Board Number <b>851190</b>	11. PUC License Number CAL-T-	
12. Bidder's Name (Print) <b>Ron Cross</b>	13. Title <b>Office Manager</b>	
14. Signature <b>Ron Cross</b>	15. Date <b>5-15-19</b>	
16. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:		
a. Small Business Enterprise Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
If yes, enter certification number: <b>1374760</b>		
b. Disabled Veteran Business Enterprise Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
If yes, enter your service code below:		
<b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSDS, if an application is pending: _____		
17. Are you a Non-Small Business committing to the use of 25% Certified Small Business Subcontractor Participation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
If Yes, complete and return the Bidder Declaration form, GSPD-05-105 with your bid.		

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION  
**BID PROPOSAL**  
ADM-1412 (REV. 11/2015)

**ATTACHMENT 1**

CONTRACTOR'S NAME (Please Print): <b>BRM Construction</b>			CONTRACT NO: <b>07A4674</b>
ITEM NO.	UNIT OF MEASURE	ITEM	TOTAL
1	Lump Sum	The Contractor shall supply all labor, tools, equipment, permits, incidentals, necessary to provide complete removal of an existing chain link fence and gates and install a 10' foot high Tubular Iron Fence and Automatic Slide Gate with Key Pad Entry as described in Exhibit A, Scope of Work (SOW) for Rosemead Maintenance Station.	\$ <b>275,616</b>
PLEASE DO NOT ALTER, MODIFY OR CHANGE THIS BID PROPOSAL SHEET. ANY ALTERATIONS, MODIFICATIONS, OR CHANGES TO THIS BID PROPOSAL SHEET WILL BE GROUNDS TO REJECT THE BID.			TOTAL THIS PROPOSAL \$ <b>275,616</b>

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

a. Identify current California certification(s) (MB, SB, SB/NVSA, DVBE): SB or None      (If "None," go to Item #2)

b. Will subcontractors be used for this contract? Yes      No X (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm (including the supplying of services and goods) pursuant to Title 2 CCR §1896.71 (b), state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes      No       
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes      No      N/A     

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

**CERTIFICATION:** By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.





## First Vanguard Rentals & Sales Inc – Customer Contract

For the purpose of this Rental Agreement, "Rental Center" shall mean Rental Center, its owners, officers, directors, shareholders, and employees, and "Customer" shall mean Customer, its agents, family members and/or employees. In consideration of hiring of the rental equipment (herein "the rental equipment or equipment") described on the front of this Rental Agreement it is agreed as follows:

1. **INDEMNITY/HOLD HARMLESS.** CUSTOMER WILL TAKE ALL NECESSARY PRECAUTIONS REGARDING THE EQUIPMENT RENTED, AND PROTECT ALL PERSONS AND PROPERTY FROM INJURY OR DAMAGE. CUSTOMER AGREES TO HOLD HARMLESS RENTAL CENTER FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, JUDGMENTS, ATTORNEYS' FEES AND COSTS, OF EVERY KIND AND NATURE, INCLUDING, BUT NOT LIMITED, TO INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY, ARISING OUT OF THE USE, MAINTENANCE, INSTRUCTION, OPERATION, POSSESSION, OWNERSHIP OR RENTAL OF THE EQUIPMENT RENTED, HOWEVER CAUSED, EXCEPT CLAIMS OR LITIGATION ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF RENTAL CENTER.
2. **ASSUMPTION OF RISK/RELEASE-DISCHARGE OF LIABILITY.** CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE EQUIPMENT RENTED HEREUNDER AND HEREBY ELECTS TO VOLUNTARILY ENTER INTO THIS RENTAL AGREEMENT AND ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE RENTAL CENTER FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE EQUIPMENT; AND CUSTOMER FURTHER AGREES TO WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST RENTAL CENTER WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.
3. **OPERATORS.** No operators are furnished, directly or indirectly with our equipment.
4. **RECEIPT/INSPECTION OF EQUIPMENT.** Customer hires the equipment on an "as is" basis. Customer acknowledges that he has, or will, personally inspect the equipment prior to its use and finds it suitable for customer's needs. Customer acknowledges receipt of all items listed in this Rental Agreement and that the equipment is in good working order and repair and that Customer understands (without further instructions) its proper operation and use.
5. **POSSESSION/TITLE.** Customers right to possession of the equipment begins upon equipment leaving Rental Center and terminates on the Agreed Return Date indicated on the front of this Rental Agreement. Retention of possession after this date constitutes a material breach of this Rental Agreement.

Time is of the essence of this Rental Agreement. Any extension of this Rental Agreement must be agreed upon in writing. Title to the equipment is and shall remain in Rental Center. Customer hereby agrees to indemnify, defend and hold Rental Center harmless from any and all claims and costs arising from such retaking and/or levy. If equipment are levied upon, Customer shall notify Rental Center immediately. Rental Center will utilize its reasonable efforts to deliver and retrieve rental items from locations determined solely by Customer; accordingly, Customer assumes sole risk and liability for any personal or property damage occurring at such locations.
6. **RENTAL PERIOD/RATE/PAYMENT.** Rental period is for a maximum of twenty-four (24) hours unless a longer term is specified in the Rental Agreement Agreed Return Date on the front of this Rental Agreement. Rental rates are based upon single shift usage (eight hours per day, five days per week). If Customer makes greater use of the equipment, it is agreed that the additional usage will be charged. Rental charges begin immediately upon equipment leaving Rental Center. Rental charges end upon return of the equipment to Rental Center in an acceptable condition. No allowance will be made for Saturdays, Sundays, Holidays, or time in transit, nor for any period of time the equipment may not be in actual use while in Customer's possession. If the equipment is returned prior to the end of the minimum rental period, the rental due shall be for the entire minimum rental period. Rental Center may terminate rental at anytime and retake the equipment without further notice in case of violation by Customer of any terms or conditions of this Rental Agreement. Customer agrees to pay a monthly service charge on all unpaid balances. Customer agrees to pay Rental Center a fee (which may go to Rental Center's general revenue and be utilized by Rental Center to pay its environmental expenses and costs of compliance with environmental laws) for environmental compliance. Customer agrees not to use equipment in violation of environmental laws.
7. **ORDINARY WEAR AND TEAR.** Customer shall be responsible for all damage not caused from ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the equipment. Customer responsible for all tire damage. Damage which is not "ordinary wear and tear" includes, but is not limited to: damage due to overturning, overloading or exceeding rated capacities; breakage; improper use; abuse; lack of cleaning; dirtying of equipment by paint, mud, plaster, concrete, resin or any other material. A cleaning charge will be made on equipment returned unclean.
8. **COMPLIANCE WITH LAWS/USE OF EQUIPMENT.** Customer agrees not to use or allow anyone to use the equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his sole cost and expense to comply with all municipal, county, state and federal laws, ordinances and regulations which may apply to the use of the equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from his use of the equipment, including any subsequently determined to be due.

Customer shall not allow any person who is not qualified and who has not received and understands safety and operating instructions and who does not utilize all safety equipment required, to operate the equipment or use the equipment. Customer shall not allow any person to use or operate the equipment when it is in need of repair or when it is in an unsafe condition or situation; modify, misuse, harm or abuse the equipment; permit any repairs to the equipment without Rental Center's prior written permission; or, allow a lien to be placed upon the equipment.

Customer agrees to check filters, oil, fluid levels, air pressure, clean and visually inspect the equipment at least daily and to immediately discontinue use and notify Rental Center when equipment is found to need repair or maintenance or is not properly functioning. Customer acknowledges that Rental Center has no responsibility to inspect the equipment while it is in Customer's possession.
9. **RETURN OF EQUIPMENT.** Customer agrees to return to Rental Center the equipment in as good condition as when received, by Rental Agreement Agreed Return Date. Customer shall be liable for all damages (up to the full replacement cost of the equipment and loss of rental revenue) or loss to the equipment and liability incurred prior to equipment's return to Rental Center. Customer shall be responsible for all costs incurred by Rental Center recovering and returning damaged equipment to Rental Center's premises. If equipment is to be "picked-up" by Rental Center, Customer agrees to provide a secure storage location and Customer accepts all risk including damage to and liability relative to equipment for a period of time until the equipment is picked-up by Rental Center.
10. **DISCLAIMER OF WARRANTIES.** Rental Center makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the equipment is fit for Customer's particular intended use, or that it is free of latent defects. Rental Center shall not be responsible to Customer or any third party for any loss, damage or injury resulting from, or in any way attributable to the operation of, use of, or any failure of the equipment. Rental Center shall not be responsible for any defect or failure unknown to the Rental Center. Customer's sole remedy for any failure of or defect in the equipment shall be termination of the rental charges at the time of failure provided that Customer notifies Rental Center immediately and in writing of such failure and returns the equipment to Rental Center within twenty-four (24) hours of such failure.
11. **PURCHASE ORDERS.** The use of Customer's purchase order number on this Rental Agreement is for Customer's convenience and identification only and does not bind Rental Center.
12. **SUBLETTING/LOCATION OF EQUIPMENT.** Customer agrees not to sublet, loan or assign the equipment. Customer shall not move the equipment from the address at which Customer represented it was to be used.
13. **DEFAULT.** Should Customer in any way fail to observe or comply with any provision of this Rental Agreement, Rental Center may, at its sole option, terminate this Rental Agreement, retake the equipment, declare any charges due and payable and initiate legal process to recover monies owed, and/or, pursue any other legal rights and remedies available to Rental Center. Exercise of any remedy available to Rental Center shall not constitute an election of remedies or a waiver of any additional remedies to which Rental Center may be entitled.
14. **RETAKE OF EQUIPMENT.** If for any reason it becomes necessary for Rental Center to retake the equipment, Customer authorizes Rental Center to retake the equipment without further notice or further legal process and agrees that Rental Center shall not be liable for any claims for damage or trespass arising out of the removal of the equipment.
15. **LEGAL FEES.** In the event an attorney is retained to enforce any provision (including collection costs) of this Rental Agreement, the prevailing party in the dispute shall be entitled to recover reasonable attorney's fees and court costs in such action, or proceeding, in an amount to be determined by the court.
16. **NOTICE OF NON-WAIVER/SEVERABILITY.** Any failure of Rental Center to insist upon strict performance by Customer as regards any provision of this Rental Agreement shall not be interpreted as a waiver of Rental Center's right to demand strict compliance with all other provisions of this Rental Agreement against Customer or any other person. The provisions of this Rental Agreement shall be severable so that the unenforceability, invalidity or waiver of any provision shall not effect any other provision.
17. **INSURANCE.** Customer shall maintain in full force and effect during the term of this Agreement separate General Liability and Automobile Liability insurance policies with coverage limits for bodily injury, including death, personal injury and/or property damage that will respond as primary coverage for Customer's liability and all obligations outlined under this Agreement. In addition to the foregoing, Customer shall maintain Property Insurance in an amount adequate to cover any loss and/or damage to the equipment, up to full replacement cost. Customer shall furnish Rental Center with a Certificate of Insurance evidencing the foregoing insurance requirements and naming Rental Center as an additional insured.
18. **MISCELLANEOUS.**
  - A. This Rental Agreement may be executed or delivered by facsimile or e-mail. If this Rental Agreement is executed or delivered by facsimile or e-mail, Customer acknowledges receipt of a completed Rental Agreement and agrees to all of the terms and conditions of such Rental Agreement.
  - B. Before digging, it is the sole responsibility of the Customer to follow the requirements of the regional notification center law pursuant to Article 2 (commencing with Section 4216) of Chapter 3.1 of Division 5 of Title 1 of the Government Code. By signing this Rental Agreement, the Customer accepts all liabilities and responsibilities contained in the regional notification center law.
  - C. Customer authorizes and instructs Rental Center to complete Customer's "blank/open check" and to "fill-in" the amount of all charges.
  - D. Customer authorizes Rental Center to submit all Customer charges to Customer's credit card account.
  - E. **WARNING: THIS PRODUCT CONTAINS OR PRODUCES ONE OR MORE CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS (OR OTHER REPRODUCTIVE HARM).**
  - F. Customer acknowledges that it is a violation and Customer assumes potential civil liability of section 4442 or 4443 to use or operate an internal combustion engine on any forest, brush, or grass-covered land unless the engine is equipped with a spark arrester.
  - G. Customer responsible to comply with Fugitive Dust Provisions of Air Quality Management Districts. Customer responsible for all requirements of State Air Resources Board and local Air Quality Management Districts including, but, not limited to recordkeeping, providing notification of use, permits and registrations.
  - H. Customer is fully aware and acknowledges that the terms and conditions of this Rental Agreement shall apply to all subsequent rentals by Customer. Customer further agrees that the Terms and Conditions of this Agreement shall govern all future deliveries should Customer fail or be unable to sign the Rental Agreement at time of delivery.
  - I. Customer responsible for any damages due to digging, disturbing soil or earth, staking, post hole digging, augering, etc. Customer responsible for identifying and disclosing to Rental Center all underground obstacles. Rental Center not responsible for damage to above or below ground obstacles.
  - J. **WAIVER OF JURY TRIAL.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT.

